

DANIEL S. SILVERMAN (SBN 137864)
 DSilverman@roll.com
 KRISTINA M. DIAZ (SBN 151566)
 KDiaz@Roll.com
 ROLL INTERNATIONAL CORP. LEGAL DEPT.
 11444 West Olympic Boulevard, Tenth Floor
 Los Angeles, California 90064-1060
 Telephone: 310-966-5700
 Facsimile: 310-966-5758

Attorneys for Plaintiff
 POM WONDERFUL LLC,
 a Delaware Limited Liability Company

MARTIN D. BERN (SBN 153203)
 Martin.Bern@mto.com
 ALISON J. MARKOVITZ (SBN 219176)
 Alison.Markovitz@mto.com
 MUNGER, TOLLES & OLSON LLP
 560 Mission Street, 27th Floor
 San Francisco, CA 94105
 Telephone: 415-512-4000
 Facsimile: 415-512-4077

NOTE CHANGES MADE BY THE COURT.

Attorneys for Defendant
 THE COCA-COLA COMPANY,
 a Delaware Corporation

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

POM WONDERFUL LLC, a Delaware
 Limited Liability Corporation,

Plaintiff,

vs.

THE COCA COLA COMPANY, a
 Delaware Corporation; and DOES 1
 through 100,

Defendants.

Case No. CV08-06237 SJO (FMOx)

Courtroom of the Hon. S. James Otero

[PROPOSED] PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT.

Complaint filed: Sept. 22, 2008
 Pretrial Conference: March 1, 2010
 Trial Date: March 9, 2010

1 The parties have stipulated to a Protective Order as follows:

2 **A. LIMITED SCOPE OF ORDER**

3 1. In this Action, the parties expect to exchange confidential and
4 highly confidential information regarding their respective products that are the
5 subject of this litigation. The parties have stipulated to the entry of this protective
6 order governing the exchange and use of confidential and highly confidential
7 documents and information in discovery. This Order does not govern or restrict
8 the use of any document or information (including information designated as
9 confidential or highly confidential under this order) at trial in any manner
10 whatsoever. When and if the case proceeds to trial, all of the documents and
11 information to be used at trial will be presumptively available to all members of the
12 public, including the press, unless good cause is shown to the district judge in
13 advance of the trial.

14 2. Further, this Order does not affect the burden of proof that must
15 be met by a party seeking to protect confidential documents or information that is
16 filed in the court records in this case. A party seeking to protect information to be
17 filed in the public records must prove that the documents or information meets the
18 standards set forth in *Pintos v. Pacific Creditors Association*, 565 F.3d 1106 (9th
19 Cir. 2009) and other relevant authority. In meeting that burden, a party may not
20 rely on its own designation of material as “confidential” or “highly confidential”
21 under this protective order. Parties seeking to protect information that is part of the
22 judicial record must meet a higher standard than governs exchange of information
23 in discovery. *See id.*

24 3. Nothing in this order shall impose any restrictions on the use or
25 disclosure by a party of material obtained by such party independent of discovery in
26 this action, whether or not such material is also obtained through discovery in this
27 action, or from the use or disclosure of information that is publicly known. Further,
28

1 nothing in this Order restricts the ability of any party to use or disclose its own
2 confidential material as it deems appropriate.

3 **B. GOOD CAUSE STATEMENT**

4 4. In discovery in this Lanham Act case, the parties will be
5 required to exchange competitively sensitive information about the opposing
6 parties' business activities to which they and third parties would not otherwise have
7 access, including information regarding the parties' forward looking plans and
8 strategies, and analyses of competitive markets. Allowing the parties or third
9 parties to use such competitively sensitive information would cause harm to the
10 competitive position of the disclosing party. The parties seek the entry of this order
11 to prevent the unauthorized use or dissemination of confidential information
12 produced in discovery during this litigation.

13 5. No document, information or thing shall be designated
14 "Confidential" or "Highly Confidential" unless good cause exists for such
15 designation under the standards set forth in *Pintos v. Pacific Creditors Association*,
16 565 F.3d 1106 (9th Cir. 2009) and other relevant authority. Good cause exists for
17 the designation of information as "Highly Confidential" when it the information has
18 not been made public and falls into one of the following categories:

19 (a) confidential future business, marketing or sales plans,
20 including specific business plans, strategies and projections, future marketing plans
21 and strategies, future sales plans and strategies, forward-looking pricing strategies;
22 the development of new product concepts, extensions of existing product lines, and
23 other similar forward-looking information that is kept confidential by the party.

24 (b) specific financial information at a level of detail beyond
25 that disclosed in sources available to the public.

26 (c) results of research studies or other complex analyses that
27 the parties expended money to develop or obtain and that would be useful to current
28 or potential competitors. This category includes, among other things, consumer

1 research studies that the parties commissioned at considerable expense from third
2 parties, complex market analyses provided by third parties under contracts with
3 non-disclosure clauses, and analyses of other competitors in the market.

4 (d) terms of contracts with the companies' suppliers or
5 customers that could be used by current or potential competitors in their own
6 negotiations with suppliers or customers.

7 (e) specific proprietary product formulas or proprietary
8 manufacturing processes.

9 (f) product concepts in development that have not been
10 launched into the market.

11 6. Good cause exists for the designation of information as
12 "Confidential" when the information has not been revealed to the public and the
13 information falls into one of the following categories:

14 (a) the information is contained in a document or is presented
15 in a form that, when analyzed in conjunction with other information produced in the
16 litigation, would reveal information in categories set forth in paragraph 6(a) to (e)
17 above;

18 (b) private information about any officer, employee or other
19 individual third party;

20 (c) commercially sensitive information regarding the
21 development, production, marketing, branding, sales or promotion of the entity's
22 products or finances, the disclosure of which information would have the effect of
23 causing harm to the competitive position of the person or entity from which the
24 information is obtained.

25 7. The parties shall use reasonable efforts to minimize the amount
26 of material designated as Confidential or Highly Confidential.

27 8. This Protective Order applies to such Confidential and Highly
28 Confidential information furnished in this litigation regardless of the form in which

1 it is transmitted and regardless whether the information is furnished by a party or
2 third-party. Such information may be contained in documents, written discovery
3 responses, declarations, deposition testimony, exhibits, and other materials or
4 testimony provided by any party or third-party during this Action. Such materials
5 are collectively referred to as "Discovery Materials" in this Protective Order.

6 **C. PROCEDURE FOR DESIGNATION**

7 9. "Designating Party" may designate Discovery Materials
8 "Confidential" or "Highly Confidential" meeting the standards set forth in
9 paragraphs 6 and 7 by taking the following actions:

10 (a) With respect to documents, discovery responses or other
11 written materials furnished by the Designating Party in paper, as tiff images, or in
12 any other form in which it is possible to add a legend to each page, the Designating
13 Party may designate the material "Confidential" by stamping, inscribing or
14 otherwise marking on each page of a document containing Confidential Information
15 the words "**CONFIDENTIAL, SUBJECT TO PROTECTIVE ORDER.**" The
16 Designating Party may designate the material "Highly Confidential" by marking
17 each page of the document with the words "**HIGHLY CONFIDENTIAL-**
18 **ATTORNEYS' EYES ONLY, SUBJECT TO PROTECTIVE ORDER.**"
19 Electronic documents produced as .tiff images shall be marked in accordance with
20 this paragraph 4(a).

21 (b) With respect to Confidential or Highly Confidential
22 Information furnished by the Designating Party in a non-paper medium, e.g., video
23 or audio tape, computer discs, CD-roms, DVDs, etc., the Designating Party may
24 designate all information therein as "Confidential" or "Highly Confidential" by
25 affixing the appropriate legend to the outside of the medium or container.

26 10. With respect to deposition testimony or other oral testimony to
27 be recorded in a written transcript, the Designating Party may designate information
28 as "Confidential" or "Highly Confidential" by making a statement on the record to

1 that effect during the deposition or proceeding at issue. The court reporter shall
2 separately bind the designated portion of the deposition transcript and all designated
3 exhibits. The separately bound deposition material shall be marked in accordance
4 with its designation, as either "CONFIDENTIAL, SUBJECT TO A PROTECTIVE
5 ORDER" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY,
6 SUBJECT TO A PROTECTIVE ORDER." Alternatively, the Designating Party
7 may, within a reasonable time after the deposition transcript is delivered to the
8 Designating Party, provide to all counsel written notice identifying the specific
9 portion (page and lines) that the Designating Party seeks to protect, and all parties
10 to the litigation will mark the pages with the appropriate legends.

11 **D. USE AND DISCLOSURE OF DESIGNATED MATERIAL**

12 11. Information and materials designated "Confidential" or "Highly
13 Confidential" shall be used only for prosecuting or defending this Action, except
14 that a party may use its own Confidential or Highly Confidential Information for
15 whatever purposes it chooses. A party using, disseminating or distributing
16 Confidential or Highly Confidential Information for any purpose other than for use
17 in connection with this Action shall be subject to sanctions (including, without
18 limitation, monetary, evidentiary or terminating sanctions, in the Court's
19 discretion), as well as being potentially subject to any disciplinary or other
20 applicable legal proceedings.

21 12. Information and materials designated "**CONFIDENTIAL,**
22 **SUBJECT TO A PROTECTIVE ORDER**" may only be disclosed to the
23 following individuals:

24 (a) The recipient party and officers, directors and/or
25 employees of the recipient party who have direct responsibility for assisting such
26 counsel in the preparation and trial of the action;

(b) Counsel representing the parties in the Action, and paralegal and clerical staff (whether employees or independent contractors) who are assisting in this litigation;

(c) Court staff, court reporters and videographers involved in this litigation;

(d) Independent consultants or experts retained by any party in this case who are expected to testify at trial or employed by counsel in order to assist in preparation for trial or for deposition, so long as they sign a statement agreeing to abide by the terms of this Order, in the form set forth in Exhibit A;

(e) Third-party witnesses during the course of their depositions and otherwise provided that (1) the third party or witness previously created, generated or received the Discovery Material before the Action commenced; or (2) before disclosure of the Confidential Information counsel for the parties agree the Confidential Information may be shown to the deponent; or (3) the Court has determined that the Confidential Information may be shown to the deponent in ruling on a party's objection. Except for when the third party or witness previously created, generated or received the Discovery Material, a third party witness shall not be shown the material unless or until the witness signs a statement agreeing to abide by the terms of this order, in the form set forth in Exhibit A. This requirement for party agreement or Court determination does not apply to expert witnesses or consultants.

13. Information and materials designated "**HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY, SUBJECT TO A PROTECTIVE ORDER**" may only be disclosed to:

(a) Outside Counsel representing the parties in the Action, and paralegal and clerical staff (whether employees or independent contractors) who are assisting in this litigation;

1 (b) Litigation counsel employed directly by the parties and
2 representing the parties in the Action, so long as the counsel provides the opposing
3 counsel with a declaration under penalty of perjury in the form of Exhibit B that
4 counsel has not, does not, and does not anticipate having any involvement
5 whatsoever in the parties' competitive or business decision making, including but
6 not limited to decisions regarding contracts, marketing, employment, pricing,
7 product design, product research or development, and has not, does not, and will
8 not provide non-legal advice to the party regarding any such decisions;

9 (c) Paralegal or clerical staff employed directly by the parties
10 who provide support to the litigation counsel described in subparagraph (b), so long
11 as the staff member has not, does not, and does not anticipate having any role
12 whatsoever in supporting or assisting any person with any involvement whatsoever
13 in the parties' business decision making, including but not limited to decisions
14 regarding contracts, marketing, employment, pricing, product development,
15 competition or other business decisions;

16 (d) Court staff, court reporters and videographers involved in
17 this litigation;

18 (e) Independent consultants or experts retained by any party
19 in this case who are expected to testify at trial or employed by counsel in order to
20 assist in preparation for trial or for deposition, so long as they sign a statement
21 agreeing to abide by the terms of this order, in the form set forth in Exhibit A.
22 Highly Confidential Information shall not be shared with an expert or consultant
23 retained by the non-designating party who has provided, is providing, or is expected
24 to provide any services to any business unit of the retaining party, unless one of the
25 three conditions set forth in subparagraph (f) is met.

26 (f) Party or third-party witnesses during the course of their
27 depositions and otherwise provided that (1) the third party or witness previously
28 created, generated or received the Discovery Material before the Action

1 commenced; or (2) before disclosure of the Highly Confidential Information
2 counsel for the parties agree the Highly Confidential Information may be shown to
3 the deponent; or (3) the Court has determined that the Highly Confidential
4 Information may be shown to the deponent in ruling on a party's objection. Except
5 for when the third party or witness previously created, generated or received the
6 Discovery Material, a third party witness shall not be shown the material unless or
7 until the witness signs a statement agreeing to abide by the terms of this order, in
8 the form set forth in Exhibit A. This requirement for party agreement or Court
9 determination does not apply to expert witnesses or consultants of the non-
10 designating party, except for those who have ever provided, are currently providing,
11 or are expected to provide any services to any business unit of the retaining party.

12 14. No person or entity receiving Confidential Information shall
13 discuss, disseminate, or disclose the Confidential Information to any person or
14 entity not listed above in paragraph 12. No person or entity receiving Highly
15 Confidential Information shall discuss, disseminate, or disclose the Highly
16 Confidential Information to any person or entity not listed above in paragraph 13.
17 Any person or entity receiving Confidential or Highly Confidential Information
18 shall take measures available to him or her to ensure that no unauthorized person or
19 entity is able to obtain access to the Confidential or Highly Confidential
20 Information.

21 15. No person or entity under this Order to whom Confidential or
22 Highly Confidential Information is disclosed shall use the Confidential or Highly
23 Confidential Information for any purpose other than prosecution or defense of this
24 Action, or sanctions shall be imposed by the Court on that person or entity as set
25 forth in paragraph 11.

26 16. Nothing in this Order affects or limits the producing party's use
27 of its own Confidential or Highly Confidential Information or Confidential or
28 Highly Confidential Information it has created, lawfully possessed or independently

1 generated or discovered, regardless whether the information thereafter designated
2 as **“CONFIDENTIAL, SUBJECT TO A PROTECTIVE ORDER”** or
3 **“HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY, SUBJECT TO A**
4 **PROTECTIVE ORDER.”**

5 **E. FILING OF DESIGNATED MATERIAL IN PRE-TRIAL**
6 **PROCEEDINGS**

7 17. The parties must comply with Local Rule 79-5 for filing
8 confidential or highly confidential information with the Court in any pre-trial
9 proceeding in this action. If the recipient party files or seeks to file with the Court
10 material that another party has designated Confidential or Highly Confidential
11 under this Order, the recipient party shall simultaneously file an application to seal
12 the records pursuant to Local Rule 79-5 that references this Order and that
13 specifically sets forth the terms of this paragraph. Within ^{48 hours}~~ten days~~ after service of
14 the application to seal (or within such other time as may be ordered by the Court),
15 the designating party must either: (a) inform the recipient party that it does not
16 object to the filing of the information in the public record, at which point the filing
17 party must withdraw the application; or (b) file papers in support of the application
18 setting forth the factual and legal basis for the request to seal the records. The
19 designating party bears the burden of proving that the materials meet the standards
20 for sealing the records as set forth in *Pintos v. Pacific Creditors Association*, 565
21 F.3d 1106 (9th Cir. 2009) and other relevant authority. In meeting that burden, a
22 party may not rely on its own designation of material as “confidential” or “highly
23 confidential” under this protective order.

24 **F. CHALLENGES TO DESIGNATION**

25 18. A party may challenge the designation of any material as
26 Confidential or Highly Confidential under this protective order under the
27 procedures set forth in Local Rules 37-1 through 37-4. If the parties are unable to
28 resolve the issue informally pursuant to 37-1, the challenging party may move for

1 an order granting access to the information under less burdensome conditions
2 pursuant to the procedures set forth in Local Rule 37-2 through 37-4. In making or
3 opposing any motion relating to the designation of confidential information, the
4 party seeking to maintain a document as confidential shall bear the burden of
5 showing specific prejudice or harm will result if no protective order is granted.

6 19. This Order is without waiver of or prejudice to, and specifically
7 reserves the rights and remedies of any party to apply to the Court for a
8 determination, for good cause shown, that: (a) persons not provided for in this
9 Order may or may not receive Confidential or Highly Confidential Information; or
10 (b) this Order be modified or vacated. Any application for relief pursuant to this
11 section shall be made only after reasonable efforts to meet and confer in good faith
12 have been unsuccessful, and must comply with Local Rules 37-1 to 37-4 or other
13 applicable rule.

14 **G. SUBPOENA IN ANOTHER ACTION**

15 20. In the event any person, party or entity having possession,
16 custody or control of any Confidential or Highly Confidential Information receives
17 a subpoena or other process or order to produce the Confidential or Highly
18 Information, that person or party shall promptly, within five (5) business days:

19 (a) notify, in writing, the attorneys of record of the
20 Designating Party;

21 (b) notify, in writing, the attorneys of record, or other
22 representatives if there is no attorney of record, of all persons having an interest in
23 maintaining the confidentiality of the Confidential or Highly Information and who
24 are known to the recipient of the subpoena, process or order;

25 (c) furnish all persons notified pursuant to subsections a and
26 b, above, a copy of the subpoena or other process or order; and

27 (d) provide reasonable cooperation with respect to all
28 procedures to protect the Confidential or Highly Information undertaken by those

1 with an interest in protecting the confidentiality of the Confidential or Highly
2 Information.

3 21. If, after receiving the notification set forth in paragraph 20, the
4 Designating Party makes no motion to quash or modify the subpoena despite a
5 reasonable opportunity to do so (or does not otherwise resolve the issue with the
6 subpoenaing party), the person, entity or party receiving the subpoena or other
7 process or order shall be entitled to comply, provided that person, party or entity
8 has fulfilled its obligations pursuant to this Order.

9 **H. TERM OF ORDER**

10 22. This Order does not govern or restrict the use of any document
11 or information (including information designated as confidential or highly
12 confidential under this order) at trial in any manner whatsoever. When and if the
13 case proceeds to trial, all of the documents and information to be used at trial will
14 be presumptively available to all members of the public, including the press, unless
15 good cause is shown to the district judge in advance of the trial.

16 23. If the action is concluded before trial is commenced, the Order
17 shall remain in full force and effect after such conclusion and the Court shall retain
18 jurisdiction to enforce its terms. In such a case, all materials, including copies,
19 containing information designated as Confidential or Highly Confidential
20 Information shall be returned to the Producing Party, or shall be disposed of in a
21 manner assuring its confidential destruction, within the following time period:
22 Within 30 days after final termination of this Action either by consensual dismissal
23 with prejudice, after final appellate review has been obtained, or after the time for
24 appeal has lapsed without the filing of an appeal by either of the parties. Each party
25 shall provide to the Designating Party a declaration certifying compliance with this
26 paragraph.

27 24. If the action is concluded prior to the commencement of trial,
28 regardless of any other provision of this Order, one copy of all pleadings filed in the

1 Action may be retained by counsel of record for each party, and shall be sealed,
2 designated and stored as **“Confidential or Highly Confidential Information**
3 **Pursuant to Court Order”** and shall remain subject to the terms of this Order.

4 25. The designation of any information, documents, or things as
5 Confidential or Highly Confidential Information pursuant to this Protective Order
6 shall not, in and of itself, raise any inference as to the confidentiality of any
7 information, documents, exhibits, or things marked for identification purposes or
8 introduced into evidence at the trial of this litigation. Nothing in this Protective
9 Order shall preclude any party from seeking confidential treatment from the Court
10 with respect to such information, documents, exhibits, or things or from raising any
11 available objections, including without limitation objections concerning
12 admissibility, materiality, and privilege. The parties to this Protective Order
13 expressly reserve at this time a determination as to the manner in which
14 Confidential or Highly Confidential Information may be used in an evidentiary
15 hearing or at trial. Special procedures or in camera treatment, if any, shall be
16 determined in the future.

17 **I. NO WAIVER**

18 26. The disclosure of Confidential or Highly Confidential
19 Information pursuant to discovery or the procedures set forth in this confidentiality
20 order shall not constitute a waiver of any trade secret or any intellectual property,
21 proprietary, privacy or other rights to or in such information.

22 27. The inadvertent disclosure of information protected by the
23 attorney-client, work product, or other applicable privilege or protection in this
24 litigation shall not constitute a waiver of any valid claim of privilege. Further,
25 failure to assert a privilege in this litigation as to one document or communication
26 shall not be deemed to constitute a waiver of the privilege as to any other document
27 or communication allegedly so protected, even involving the same subject matter,
28 unless the producing party seeks to rely on the privileged material in this litigation.

1 A party that discovers that it has inadvertently produced privileged information
2 shall promptly request its return. The privileged documents together with all copies
3 thereof shall be returned forthwith to the party claiming privilege. Any notes or
4 other work product made from the documents in question shall be returned along
5 with the documents themselves or destroyed, as appropriate. The party claiming
6 privilege shall thereafter promptly produce a privilege log listing the documents in
7 question and any other party shall thereafter have the right to challenge the
8 assertion of privilege by motion or any other appropriate means.

9 28. A party who receives apparently privileged materials from the
10 producing party, upon understanding that the document may be privileged or
11 contain confidential attorney work product, must act as follows:

12 (a) Cease review of the document.

13 (b) Immediately notify opposing counsel by phone and email
14 of the potentially privileged document, taking all reasonable measures to reach
15 opposing counsel. The reviewer must follow such counsel's instructions regarding
16 the disposition of the material. The reviewer must also completely refrain from
17 using the material until instruction by opposing counsel is received, which may
18 include returning the document and all copies, and removal of the document from
19 electronic databases with confirmation by the producing party.

20 (c) Until such time that the reviewer receives instructions by
21 opposing counsel, the reviewer may not share the document or its contents with
22 other persons. The reviewer may notify supervising attorneys that a potentially
23 privileged document may exist, without sharing its contents, and otherwise advise
24 them or receive advice from them regarding the circumstances.

25 (d) If the producing party claims the privilege it shall
26 thereafter promptly add the document(s) in question to its privilege log and any
27 other party shall thereafter have the right to challenge the assertion of privilege by
28 motion or any other appropriate means.

J. CONTINUING JURISDICTION

29. This Court shall have continuing jurisdiction to modify, enforce, interpret or rescind this Protective Order, notwithstanding the termination of this action, including but not limited to, issues arising out of the enforcement and interpretation of Exhibit A.

PROTECTIVE ORDER EXHIBIT A

My name is _____.

I work for _____.

My business contact information is:

I have read the attached Stipulated Protective Order ("Order") entered by the Court in the matter of POM WONDERFUL LLC v. THE COCA COLA COMPANY, et al., United States District Court, Central District of California, Case No. CV08-06237 SJO (FMOx).

I understand the responsibilities and obligations the Order imposes on me regarding **Confidential** or **Highly Confidential** Information I obtain in this action.

I agree to be bound by all of the provisions of the Order.

I certify that (strike the inaccurate sections of this clause, if any):

I did not receive any Confidential or Highly Confidential before signing this Exhibit A;

I meet all requirements for receipt of information and other material designated as Confidential or Highly Confidential Information, pursuant to the Order;

I am not directly employed by any party to this action;

I am not under contract with any party to this action for any purpose other than this action.

I have received a copy of the Order, including an executed copy of this Exhibit A, for my personal use and reference.

A-2

[PROPOSED] PROTECTIVE ORDER;
CASE NO. CV08-06237 (FMOx)

PROTECTIVE ORDER EXHIBIT B
DECLARATION OF _____

1
2
3 1. I am employed by Roll International Corporation as in-house
4 litigation counsel. I have held this position since _____. Prior to that time, I
5 was _____. In my role as in-house litigation counsel, I have
6 responsibility for directing, overseeing, or otherwise participating in the litigation
7 of this matter.

8 2. I have not had, do not have, and will not in the future have any
9 involvement in the business decisions of Pom Wonderful LLC ("Pom"), including
10 decisions relating to sales, marketing, pricing, product design, product research and
11 development, competition, employment, or any other business decision. I have not,
12 do not, and will not in the future provide non-legal advice to Pom and its
13 management regarding any such business decisions.

14 3. I agree to abide by the terms of the Protective Order entered in
15 this action on _____, and I have informed management and other relevant
16 company employees of my duties under that Order.

17 4. Highly Confidential Information produced by the opposing party
18 or any third party in this action will be stored in a manner in which it will not be
19 accessible to any person other than those listed in paragraph 13 of the Protective
20 Order. I am familiar with the controls that are in place to prevent disclosure to or
21 access by any person other than those listed paragraph 13, and I will take measures
22 available to me to enforce those controls and to ensure that they remain in place,
23 including, but not limited to asking all persons with access to the Highly
24 Confidential Information to read the Protective Order.

25 5. The following company employees are providing litigation
26 support in this matter and will thus necessarily have access to Highly Confidential
27 material from time to time: Pica Icasiano, Sarah Fleming and Laura Crawford.
28

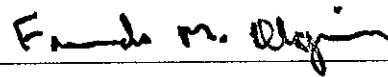
1 None of these employees provides support to any person with any involvement in
2 the business decisions of the company.

3 I declare under penalty of perjury under the laws of the United States that the
4 foregoing is true and correct, and that this Declaration is made on

5 _____ at _____.

1 The Court approves the foregoing Protective Order submitted by the parties,
2 and its terms shall govern all information disclosed and documents and data
3 produced in this Action.

4
5
6 **IT IS SO ORDERED.**

7
8 

9
10 Hon. Fernando M. Olguin
11 United States Magistrate Judge

12
13 Dated: 7-29-09
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28